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0002	Remote Tech Supt - O	Y 1			0.00	ea	\$	\$	
			(09/27/2009	to 09/26/2010)					OPTION PERIO
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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 HC.2.003 FIXED RATES FOR SERVICES - IDIQ

AUGUST 2002

The following fixed rates shall apply for payment purposes for the duration of the contract. Please note that the labor hours set forth below are estimates for the periods indicated and exact hours will be determined based upon individual task orders as the need for services become known.

The rates set forth above cover all direct labor expenses and indirect expenses (i.e., overhead, general and administrative expenses) and profit.

The Contractor shall invoice for only the time of the personnel whose services are applied directly to the work called for in individual task orders and accepted by the Contracting Officer Representative (COR). The House shall pay the Contractor for the life of a task order at rates in effect when the task order was issued, even if performance under the task order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all task orders.

An individual will be billed at the labor rate designated by the labor category to which he or she is assigned according to the specific task order under which that individual is performing work. (For example, if a partner is assigned through a task order as an audit manager, the partner shall be billed at the audit manager rate.) In no event shall an individual be assigned or billed at a labor rate higher than that for which he or she has been contractually approved in the pre-award phase.

All other terms and conditions of the initial contract shall remain unchanged, except where expressly and formally modified by both parties.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 REFERENCE SECTION C STATEMENT OF WORK AT ATTACHMENT 1

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SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE

MAY 2001

Contract period of performance shall extend from award, approximately September 2006, through September 2009 for the three-year base period, plus two additional option periods of one year each through September 2010 and September 2011.

F.2 HC.6.003 OPTION TO EXTEND THE TERM OF THE CONTRACT MAY 2001

- a. The House may extend the term of this contract up to two times for a period of 12 months each. Preliminary written notice to the contractor of the House's intention to exercise these options will be at least 30 days before the contract expires. The preliminary notice does not commit the House to an extension.
- b. The total duration of this contract, including the exercise of any options under this clause shall not exceed sixty months.

F.3 HC.6.005 NOTICE TO THE HOUSE OF DELAYS

MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

F.4 HC.6.007 SUSPENSION AND DEBARMENT

MAY 2001

- a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House approved subcontractor, in full or in part. The contracting officer initiates suspensions.
- (1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:
- (a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;
- (b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;
- (c) Of the cause(s) relied upon for imposing suspension;
- (d) Of the extent and effect of the suspension; and
- (e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.
- (2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.

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- (3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.
- b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.
- (1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.
- (2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:
- (a) That debarment is being considered;
- (b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based:
- (c) Of the cause(s) relied upon for proposing debarment;
- (d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
- (e) Of the effect of the issuance of the notice of proposed debarment; and
- (f) Of the potential effect of an actual debarment.
- c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:
- (a) Referring to the notice of proposed debarment;
- (b) Specifying the reasons for debarment;
- (c) Stating the period of debarment, including effective dates; and
- (d) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.
- d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

F.5 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance," accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

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F.6 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP)

FEBRUARY 2005

- a. Section G contains the content required in a Contract Administration Plan (CAP). This CAP outlines the framework for monitoring performance and administering this contract, with the specific responsibilities of Authorized House Representatives listed below. Contract performance will be gauged against effectively meeting the requirements of the statement of work, monitoring customer satisfaction (e.g., vendor performance evaluations), and the performance measures contained in the Quality Assurance or Performanced-Based Surveillance Plan, if applicable.
- b. It shall be the responsibility of the Contracting Officer's (CO's) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

G.2 HC.7.002 MODIFICATIONS

FEBRUARY 2005

Administrative changes, e.g. address corrections, are approved by the CO. All other changes which change the scope of this contract, including additions or deletions, must be prepared in writing as formal modifications signed by both parties.

G.3 HC.7.003 INVOICES

FEBRUARY 2005

- a. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the U.S. House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please visit the U.S. House of Representatives' Office of Finance and Procurement website at www.house.gov/finance for appropriate forms or call the EFT Help Line at 202-226-2277.
- b. A proper invoice shall minimally include:

Contractor Name, Address, and Phone Number

Name of Contractor Point of Contact

House Contract Number

Task/Delivery Order Number (as appropriate)

Invoice Number

Invoice Date

Invoice Page Number (each page of an Invoice shall minimally also contain the contractor's firm name, the invoice number, and the invoice date)

c. And, for each deliverable included on the invoice:

Contract Line Item Number (CLIN)
Period of Performance
Brief Description of Item
Quantity Delivered
Unit Price
Extended Price
Total Price of all deliverables contained on Invoice
Payment Terms, if appropriate (Example: 2% 10 - Net 30)

d. The House does not pay federal, state or local taxes unless mandated by law.

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e. All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

G.4 HC.7.004 INVOICE FOLLOW-UPS

MAY 2001

All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

G.5 HC.7.005 PERFORMANCE MEASUREMENTS

FEBRUARY 2005

- a. The contractor shall provide performance summary reports acceptable in content and format to the contracting officer's representative (COR). The reports shall be submitted by the 15th of each month and pertain to services provided the previous month. Upon request, the contractor shall deliver supporting details of the summary information to the COR within ten calendar days. Failure to submit an acceptable performance report may subject the contractor to penalties for non-performance and/or jeopardize renewal of this contract. The status report shall include:
- 1. Reporting Period
- 2. Contractor's Program Manager's Name
- 3. Work Accomplished During the Period (i.e. new installations, relocations, etc.), including at a minimum:
 - Itemized tasks with a description of the support/services utilized
 - Hours/dollars expended by task
 - Task status
- 4. Anticipated Activity for Next Reporting Period
- 5. Outstanding Issues
- b. The contractor shall be assessed on a periodic basis through use of Vendor Performance Evaluations (VPEs). These VPEs shall be prepared by the COR at least once per year though they may be conducted more frequently at the discretion of the House. Any negative evaluations shall be provided to the contractor for comment and remediation.

G.6 HC.7.006 CONTRACT STATUS AND REVIEW MEETING

FEBRUARY 2005

The COR, CA, and authorized contractor representative(s) shall meet at least quarterly or more frequently as determined by the COR. The purpose of the meeting is to review the status reports, performance results, current/outstanding issues, and provide to the contractor any House-related informational materials. The goal is to keep track of performance, head-off any potential problems, resolve issues, and maintain a smoothly operating contract.

G.7 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

FEBRUARY 2005

a. Contracting Officer (CO):

Barbara Burkhalter Associate Administrator, Office of Finance and Procurement Room 331, Ford House Office Building U.S. House of Representatives Washington, DC 20515

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Telephone: 202-226-4650 Fax: 202-226-6916

- 1. Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.
- 2. The contractor shall not comply with any order, direction or request of House personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.
- 3. The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the contractor effects any change at the direction of any person other then the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.
- b. Contracting Officer's Representative (COR):

Name: **TBD**

Title: Address:

Phone: Fax: E - mail:

- 1. The COR, appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that my be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the contractor to perform services outside of the scope of the contract.
- 2. Additional responsibilities of the COR are as follows:
 - Monitor and evaluate contract performance, including preparing Vendor Performance Evaluations.
 - Review, approve, and process contractor invoices.
 - Submit periodic report(s) to the Contract Administrator (CA).
 - Provide the CA with notification of intent to exercise options or renewals 90 days prior to expiration date.
- c. Contract Administrator:

Name: Jim Caskey

Senior Procurement Specialist

Address: 359 Ford House Office Building

Washington, DC 20515

Phone: 202-226-2108 Fax: 202-226-3850

jim.caskey@mail.house.gov E - mail:

The contract administrator prepares all modifications to the contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

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a. The contractor shall identify the authorized contractor representative (ACR), and provide the information listed below:

Name:

Title:

Address:

Phone:

Fax: E-mail:

- b. The ACR shall provide periodic status reports to the COR pursuant to clause HC.7.005 of this contract. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.
- c. The ACR shall furnish notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and contracting officer, then followed-up in writing within two business days after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the contractor proposes to mitigate the delay. This notification does not relieve the contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

G.9 HC.7.009 KEY PERSONNEL

FEBRUARY 2005

- a. The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.
- b. For each person, provide the following information: individual's name, title, telephone number, and e-mail address.
- c. Except as provided herein, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as key personnel are subject to approval of the CO. The contractor must notify the CO of changes to key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the award stage. The CO will notify the contractor, after receipt of all required information (including resumes of substitutes), of the decision on substitutions within 10 business days.

G.10 HC.7.010 POST AWARD CONFERENCE

FEBRUARY 2005

A post award conference will be held with the contractor to review contract administration issues, unless the House and the contractor determine that such a conference is not necessary.

G.11 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY CONTRACT PERFORMANCE

FEBRUARY 2005

a. The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.

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- b. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the contract, the COR will immediately notify the CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required, the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.
- c. Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

G.12 HC.7.024 REPORTS/PLANS/SCHEDULES

FEBRUARY 2005

All reports, plans, schedules and other submittals provided by the Contractor as specified in the statement of work or herein are subject to approval by the CO or COR.

- a. The Contractor is required to perform in accordance with the Government's existing plans and schedules or as directed by the CO or COR until the Contractor's "Deliverables" (submittals) are approved.
- b. The Contractor is required to submit deliverables and reports to the CO or COR at specified times throughout the life of this contract which are considered critical to the successful completion of all contractual requirements. The following milestone chart lists deliverables and reports which must be provided by the Contractor at specified due date(s):

MILESTONE CHART FOR CONTRACTOR DELIVERABLES

Item	Due Date	Approval Authority	Reference
0001Report	Weekly/Close of Business Fridays	COR	
0002 Report	Monthly/NLT 15th	COR	
0003 Report	Quarterly	COR	
0004 Report	Annually	COR	

Note: Weekly and/or Monthly reports are required only during periods in which new tasks are ordered or previously-ordered tasks are completed or remain incomplete.

G.13 HC.7.025 RELEASE OF CLAIMS

FEBRUARY 2005

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 HC.8.002 IDENTIFICATION BADGES

FEBRUARY 2006

New contractor employees shall obtain a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with Clause HC.8.003 of this contract.

The contractor shall ensure that the employee surrenders the House identification/access card upon termination of employment or performance is no longer required under this contract. House identification/access cards shall be surrendered to the COR and reconciled within two business days following an employee termination or service release under this contract. A penalty in the form of damages shall be levied for failure to return House identification/access cards in the amount of \$100 a month for each House identification/access card that is not returned to the COR within two business days following an employees' termination or employee service no longer required under this contract. The damage amount will be prorated in the month of termination or release from service to the date the House identification/access card was to be returned to the COR and reconciled.

Final payment will not be made under this contract until all House identification/access cards that were issued under this contract have been returned, and a release provided to the contractor signed by the COR. If the contract is a concessionaire type contract, contractor equipment and supplies shall not be removed from House property until all House identification/access cards have been returned and a release provided to the contractor signed by the COR.

H.2 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

FEBRUARY 2006

- a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of Contract work. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working in any capacity on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.
- b. The employee shall be fingerprinted by the Capitol Police prior to working on the contract and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the CAO Human Resources, Director of Administration who will notify the COR and CO. The COR will then direct the contractor to immediately remove that employee from any work under this contract.
- c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police, at a minimum of every three years. However, further background checks may be conducted at any time as is warranted.

H.3 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS

MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

H.4 HC.8.006 NEWS RELEASES

MAY 2001

No news releases, press conferences or advertisements pertaining to this contract will be made.

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H.5 HC.8.007 AFFIRMATION OF NON-DISCLOSURE

AUGUST 2003

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House.

H.6 HC.8.010 DATA OWNERSHIP/TRANSFER/ACCESS

JUNE 2001

The House and contractor agree that all data procured under this contract and data transferred by the House to the contractor shall remain the exclusive property of and in the exclusive control of the House. Parties further agree that access to or release of such information shall be governed by the laws applicable to the House. The contractor agrees to notify the House immediately if anyone requests any access to House information and further agrees not to provide access to or release any information without prior written approval by the House contracting officer. This includes Freedom of Information Act (FOIA) requests.

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SECTION I -- CONTRACT CLAUSES

I.1 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING MAY 2001 OFFICER

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.
- b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

I.2 HC.9.002 OBSERVANCE OF LAWS

MAY 2001

- a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

I.3 HC.9.003 DISPUTES

MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 10 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

I.4 HC.9.004 AVAILABILITY OF FUNDS

MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

I.5 HC.9.005 DISCRETIONARY CONTRACT - IDIQ

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Use of this contract vehicle to obtain the products and/or services provided herein is at the sole discretion of each House Office. No legal liability on the part of the House exists for any minimum order quantity or that all products and/or services provided herein must be obtained exclusively through this contract vehicle (i.e. a "requirements" contract).

I.6 HC.9.007 ORDER OF PRECEDENCE

MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 SEE SECTION C - STATEMENT OF WORK AT ATTACHMENT 1

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 HC.11.001 GENERAL REQUIREMENTS

JULY 2001

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

K.2 HC.11.002 FINANCIAL INFORMATION

JULY 2001

The offeror shall furnish company financial data for the last five (5) years at a minimum. To comply with this requirement, the offeror shall furnish copies of financial statements or Annual Reports published. Publicly held companies must also provide copies of Securities and Exchange Commission 10-K Reports and Proxy Statements filed.

K.3 HC.11.004 COMPANY BACKGROUND

JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company.
- b. Organizational diagram and biographies for corporate officers.
- c. Detailed business history.
- d. Mission statement to include quality assurance, customer care and philosophy in dealing with the House as a client.
- e. Substance abuse policy and/or drug free work place policy and procedures, if applicable.
- f. Equal opportunity policy and compliance with House standards.
- g. Current staffing document.
- h. Disclose any lawsuits in which the Company is a named defendant within the last five (5) years and status of each such case.
- i. Key point of contact (POC) list and telephone number.

K.4 HC.11.007 ELIGIBILITY FOR AWARD

JULY 2001

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or

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destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

K.5 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL

JULY 2001

In the event the offeror receives award of this contract, the award shall be based on the prices set forth in the offeror's proposal provided that the House makes the award of the contract within 120 calendar days after receipt of the offer.

K.6 HC.11.017 AUTHORIZED COMPANY OFFICIALS

AUGUST 2002

The offeror represents that the following individual(s) are authorized to negotiate on its behalf with the House in connection with this RFP. Please provide the following information in table on each individual: individual's name and title, telephone number, e-mail address.

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

The Proposal shall be divided into the following distinct and marked parts:

- (1) "Section A of RFP." The offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- (2) "Section B Price Schedules." Offeror shall complete Section B, providing applicable hourly service rates and basis for travel or other direct charges (OCDs) and provide a proposed price which will address all requirements as well as others the offeror may wish to offer for the base period as well as option periods.
- (3) "Section G Contract Administration." Offeror shall complete the required sections of Section G.
- (4) Section K Representations, Certifications and Other Statements of Offerors." Offeror shall complete the required clauses of Section K.
- (5) Technical Proposal product sample and specifications must comply with Section C.
- (6) Provide pertinent experience and qualification in conducting similar services as stated in the solicitation, and specifically, corporate stability and sound organizational qualities. Demonstrated financial capability sufficient to provide resources to finance day-to-day operations for legislative branch customers.
- (7) Offeror shall provide three references for current or recent (within three years) customers and three past customers, preferably in the public sector. List the agency or company name and address, name and title of the client contact, telephone number, e-mail address, description of services, performance period(s), annual value, and type of contractual arrangements.

L.2 HC.12.003 SUBMISSIONS

MARCH 2004

Offerors shall submit one original copy, and one electronic version in MS Word format of the proposal prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. Proposal packages shall be sealed in a suitable container, and all containers shall clearly identify firm name and address and Solicitation Number. Proposals shall be submitted to the address shown on Section A. Facsimile proposals will NOT be accepted.

L.3 HC.12.005 DELIVERY OF PROPOSALS - FAX & E-MAIL

OCTOBER 2001

The House will accept e-mail proposals by the time and date specified in Section A. Timely e-mail submisions will satisfy the deadline but must be followed (received) within three business days with an exact original hard copy. Late proposals may not be accepted by the CO.

Proposals may be withdrawn by fax or e-mail received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.4 HC.12.006 LATE SUBMISSIONS AND REVISION OF PROPOSALS

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- (1) Any proposal or revision to a proposal received by the CO after the exact time specified for receipt will not be considered, unless it is in the best interests of the House, is received before award is made, and it:
- (a) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must be mailed by the 15th), or
- (b) Was sent by mail and it is determined by the House that the late receipt was due solely to mishandling by the House, or
- (c) Was sent by the U.S. Postal Service Express Mail Next Day Service Post Office to addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. federal holidays, or
- (2) A revision resulting from the CO's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.
- (3) The only acceptable evidence to establish the date of mailing of a late proposal or revision sent by either the U.S. Postal Service Registered or Certified Mail is the U.S. postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service.
- (4) The only acceptable evidence to establish the time of receipt by the CAO is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the CAO.
- (5) The only acceptable evidence to establish the date of mailing of late offer, revision, or withdrawal sent by Express Mail Next Day Service Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.
- (6) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.5 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS

JULY 2001

Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

- (1) by signing and returning the amendment,
- (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or
- (3) by letter or telegram if authorized. The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

L.6 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA JULY 2001

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

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"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed-in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

(2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to make a single award to the offeror whose proposal meets the minimum requirements as stated in this RFP. Proposals will be evaluated based on the following evaluation factors:

- (1) Technical and Management approach
- (2) Past performance
- (3) Personnel Qualifications
- (4) *Price
- *The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.
- 1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.
- 2. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.
- 3. Price. Evaluation factors other than price, when combined, are significantly more important than price.

M.2 HC.13.002 CONTRACT AWARD

JULY 2001

- a. The House intends to award multiple contracts resulting from this solicitation to the responsible offerors whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award."
- b. The House may:
- (1) reject any or all offers, if such action is its interest,
- (2) waive informalities and minor irregularities in offers received.
- c. The House intends to evaluate proposals and to make an award without discussion. Therefore, each initial offer should contain the offeror's best terms. However, the CO reserves the right to conduct discussions if they are later determined to be necessary.

RFP OPR06000056 Attachment 1

Request for Proposal U.S. House of Representatives House Information Resources Remote Technical Support

Section C - Statement of Work Descriptions and Specifications

C.1 General Information

This section contains all relevant information and requirements for the procurement of the required services. The Contractor will address all the requirements contained in this section in their proposal response.

C.1.1 Proposal Response Structure

The Contractor will use the outline of Section C of this Statement of Work (SOW) as the structure for their response. The response should include each heading number and heading, as listed in this section, followed with the Contractor's answer for their proposed service.

C.1.2 Introduction

The efficient management of telecommunications systems is essential to the operation of the U.S. House of Representatives (hereinafter referred to as "the House"). The House seeks to continue to receive services on demand, as needed to assist in the operation of its voice network. These services assist in the House's PBX and Voice Mail management and provide support to its ongoing voice network enhancement initiatives and business continuity/disaster recovery efforts. The House publishes this request for proposal (RFP) in order to enter into a contractual relationship with the Contractor who can provide, as needed, an indefinite quantity of the recurring tasks defined in this SOW, as well as additional tasks based on evolving requirements. This solicitation will result in a Labor Hour, Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. The duration of this contract consists of a three year base performance period with two subsequent one-year renewal options. This contract provides for services equivalent to a minimum of 500 labor hours and not to exceed 800 hours annually. The quantities of services specified in C.2. Work Requirements are estimates only and are not purchased by this contract. The services required in this proposal do not represent a daily effort but will be provided by the Contractor to the House on an as needed basis or as specified in the section C.2. Work Requirements.

C.1.3 Background

The House currently receives research, planning, configuration, and management services for its PBX and Voice Mail System, as well as support for its ongoing voice network enhancement initiatives and business continuity/disaster recovery efforts. These systems, owned and operated by the House, include but are not limited to the Avaya G3R and

S8700, the Primary Rate Interfaces (PRIs), and the Intuity Voice Mail system. This proposal represents a comprehensive effort to contract for these activities in a manner that minimizes disruption of the current services.

C.1.4 Scope of Work

Under the general direction of the Contracting Officer's Representative (COR), the Contractor shall provide services on demand, as needed to assist the House in its PBX and Voice Mail management and to support its ongoing voice network enhancement initiatives and business continuity/disaster recovery efforts. The scope of work encompasses the following areas:

- Business Continuity/Disaster Recovery Activities
- Systems Management
- System Traffic/Performance/Feasibility Studies
- Reporting and Documentation
- Internal Database and Billing Audits
- System Security/Toll Fraud Prevention
- Avaya Systems On-Site Support, Avaya Conference, and Related Avaya Biennial Election Move Support
- Additional Requirements

The Contractor shall provide one labor rate for the contract. As stated previously, the services required in this proposal do not represent a daily effort but will be provided by the Contractor to the House on an as needed basis or as specified in the section C.2. Work Requirements. These times include, per section C.2.8, "...to respond via telephone and email 24 hours a day, 7 days a week, to include weekends, evenings, and Federal holidays." The proposed labor rate should be inclusive of all times, including of weekends, evenings, and holidays.

C.2 Work Requirements

C.2.1 Business Continuity/Disaster Recovery Tasks

The responsibilities of the Contractor will include but not be limited to the following business continuity/disaster recovery tasks:

- Review Verizon Custom Redirect groups and submit updates to Verizon quarterly, or more frequently.
- Synchronize the House Emergency Operations Center (HEOC) Vector Directory Numbers (VDNs) to current Intuity mailboxes on a monthly basis.
- Work with the House Information Resources (HIR) PBX Administrator and Telecommunications staff to audit/update redirect destinations and remote coverage paths for Member Main Office telephone numbers annually, or more frequently. Maintain/distribute a file that can be used as a source for importing coverage path changes for Member Main Numbers via Avaya Site Administration (ASA).

- Work with HIR PBX Administrator and staff to establish and maintain policies and procedures related to Business Continuity/Disaster Recovery systems and processes.
- Review Verizon route indexes (RTIs) extensions and submit updates to Verizon semiannually, or more frequently.
- Participate in regularly scheduled Intuity failover tests, assuming responsibility for PBX/Intuity programming.
- Perform business continuity/disaster recovery tasks as required by specific threats and incidents.

C.2.2 Systems Management

The Contractor will provide the following systems management tasks for the House:

- Prepare and maintain network diagrams depicting switching and trunking facilities at the US House of Representatives.
- Provide the following management reports on a monthly basis:
 - Count of available (unassigned) extensions by range (3xxxx, 5xxxx, 6xxxx).
 - o Sign-out sheets for available (unassigned) extensions.
 - Master Dial Plan report showing PBX, Intuity, and the call accounting equipment inventory (known as the Management of Network Income Expenses Services (MONIES) software) data associated with every extension in House Dial Plan on Capitol Hill.
- Assist the HIR PBX Administrator, at the direction of the COR, in maintaining trunking records with cross-references between PBX trunk groups/ports and vendor circuit IDs.
- Assist the HIR PBX Administrator, at the direction of the COR, with administration duties related to Avaya Integrated Management (AIM) suite. Assist HIR staff in effectively using these tools. Provide on-site knowledge transfer.

C.2.3 System Traffic/Performance/Feasibility Studies

At the direction of the COR, the Contractor shall work with the HIR PBX Administrator to analyze traffic study data and produce management reports, with action recommendations on trunk load, including recommended trunk group size to achieve desired grade of service.

The Contractor shall perform special analyses for integrating new systems and functions within the switch complex.

C.2.4 Reporting and Documentation

The Contractor shall use Multi-Site Administration, Avaya Site Administration, and other system management tools to retrieve data and export it to Microsoft Office applications (Excel, Word, Access) as needed or requested by HIR PBX Administrator or

Telecommunications staff (e.g., preparation of "cut sheets" for office moves, listing of all stations assigned to a particular Audix machine, counts of stations in a particular Class of Restriction, etc.).

The Contractor shall assist HIR staff with developing and documenting policies and procedures related to communications resources to include but not be limited to:

- Policies governing daily Switch reports, managing House Dial Plan, Member Main Number redirect and Switch Performance reports.
- Document requirements for Requests for Proposals, Requests for Quotes, or Requests for Information related to acquisition of telecommunications equipment and services.
- Maintenance and documentation of files and records related to all tasks and projects where Contractor plays a role. Assist HIR staff in maintaining accurate records and responding to inquiries on an as-needed basis.

In addition to the above documentation, the Contractor shall provide the COR with a monthly report consisting of work accomplished in that month. The Contractor will include a description of each task and the hours spent per task.

C.2.5 Internal Database and Billing Audits

The Contractor shall work with HIR staff to audit records for MONIES, PBX, and Voice Mail (Intuity) on a minimum of a quarterly basis. The Contractor shall prepare reports to identify discrepancies in these data stores, for example, Intuity subscriber records with no mail box (MBOX) catalog code in MONIES, PBX extension records with no MONIES inventory record, PBX stations flagged for voice mail with no Intuity subscriber, etc.

The Contractor shall assist with periodic reconciliation of invoices/customer service records from local service and long distance providers as required by HIR.

C.2.6 System Security/Toll Fraud Prevention

The Contractor shall work with HIR PBX Administrator to develop and implement procedures to ensure system security and prevent toll fraud or other system misuse or abuse. The Contractor shall routinely monitor transaction history and security violation reports. The Contractor shall create and distribute a weekly report detailing extensions call-forwarded off-net.

C.2.7 Avaya Systems On-Site Support, Avaya Conference, and Related Avaya Biennial Election Move Support

C.2.7.1 On-Site Support

At the direction of the COR, the Contractor shall provide on-site support approximately one week, each quarter to support HIR Communications and Avaya project staff for all major project milestones involving the PBXs and/or the related system management

products. The House will reimburse the Contractor for travel and lodging for on-site support in accordance with the House reimbursement policy.

C.2.7.2 Participation in International Alliance of Avaya Users (InAAU) Conference

At the direction of the COR, the Contractor shall accompany HIR staff to annual InAAU conferences. The Contractor shall research and report on new products and applications that may enhance performance of the House telecommunications network. The House will not reimburse for travel, lodging, or conference fees to InAAU conferences but will pay for hours spent in attendance at the conferences, at the Contractor's contracted hourly rate. The Contractor will provide their hourly rate in their proposal response per the pricing Section B.

C.2.7.3 Biennial Election Move Support

At the direction of the COR, the Contractor shall work with HIR staff and Avaya to create a database and associated reports (e.g. office cutover sheets) to support biennial office moves associated with House elections. The Contractor shall perform programming tasks associated with biennial installation of telephone stations for freshman Members as requested/directed by the COR.

C.2.8 Additional Requirements

In addition to the above requirements, the Contractor shall possess the following:

- Minimum 10 years of recent telecommunications experience to include a minimum of 5 years telecommunications experience in a Federal environment.
- Expert knowledge of Avaya products and services with particular emphasis on G3R, S8700, and Intuity Voice Mail systems.
- Ability to respond via telephone and email 24 hours a day, 7 days a week, to include weekends, evenings, and Federal holidays.
- Perform the above tasks, with the exception of on-site tasks, at a remote site, a minimum of 500 miles outside of the Washington, DC metropolitan area, to ensure continuity of service in an emergency situation. Note: the Contractor's primary place of operation cannot be located within 50 miles of a major metropolitan area, nor on the Eastern seaboard, due to security and power outage concerns.
- A Blackberry or similar device (provided at Contractor's expense) and the ability to respond promptly to email and emergency requests (10 minutes or less; coverage issues not withstanding).
- Proficiency in the Microsoft Office suite to include Word, Excel, and Access.
- Excellent verbal and written communications skills.

C.3 Miscellaneous Contractor Responsibilities

The Contractor shall provide for all equipment and resources for performance under the contract to include but not be limited to:

- Blackberry, cell phone, pager and related chargesStandard Microsoft Office software
- Computers, laptops, related hardware, and related charges.